In the High Court for the States of Punjab and Haryana, at Chandigarh.

R.S.A.No. 677 of 2007 (O&M)
Decided on April 16,2007.

Puran Chand and others --- Appellants

vs

Haryana Urban Development Authority,Sector 12 Faridabad

--- Respondent

Present: Mr. R.K.Jain,Advocate,for the appellants

Pritam Pal,J: (Oral)

This appeal, by plaintiffs (hereinafter referred to as the appellants) is directed against judgment and decree dated October 11,2006, passed by learned Addl. District Judge (I), Faridabad, whereby judgment and decree dated August 27, 2005, passed by learned Addl.Civil Judge (Senior Division), Faridabad, was modified with the following observations:-

> " In view of my above discussion, I am of the considered view that defendant has right to resume the plot in question, however, in the interest of justice, if the plaintiffs make the payment of total balance amount along-with simple interest of 15% p.a. as per agreement Ex. PW2/1 then the order of resumption will be treated as automatically cancelled. Suit of the

plaintiffs is dismissed accordingly. The present appeal is hereby accepted with costs".

Suffice it to say that now only contention of learned counsel for the appellants is that the order of the learned first Appellate Court with regard to granting of simple interest @ 15% per annum on the defaulted amount is on higher side and the same should not be more than the rate of 10% per annum. In support of his this contention, he relies upon case law in Roochira Ceramics vs. Haryana Urban Development Authority and others (2001-2) P.L.R. 219.

The aforesaid contention raised by learned counsel for the appellants fails to carry any conviction with this Court inasmuch as the shop-cum-office purchased by the appellants from Haryana Urban Development Authority, falls in a well developed Sector 16, Faridabad town and as such, there even without making full payment of shop cum office, the appellants must be earning good rental income or income by running a good business. In such a situation, levy of interest @ 18% per annum, as agreed upon between the parties in an agreement Ex. PW2/1, is quite reasonable. However, in the instant case, the learned first Appellate Court has held the respondent entitled for interest only to the extent of 15% per annum, which to my mind, should not be interfered with. In this regard, this Court finds support from the observations of their Lordships of the Hon'ble Apex Court made in the case of S.M.S. Sandhu v. Chandigarh Administration and others, A.I.R.2003 Supreme Court 1138. Thus, the appellants cannot derive any benefit from the observations

made by their Lordships in the earlier judgment rendered in Civil appeal No. 4306 of 1998 Roochira Ceramics's Case (Supra)

More-over, learned counsel for the appellants could not make any out substantial question of law for consideration by this Court.

Hence, this appeal is dismissed is *limine.*

Since no case is made out on merits, so, no order is required to be passed on the application for condonation of delay.

April 16,2007 (Pritam Pal)
RR Judge